



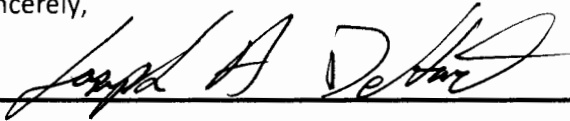
October 10, 2018

To whom it may concern:

My name is Joseph Alexander DeHart. My current address is 1244 Right Fork Beech Fork Road East Lynn, WV 25512, however google maps pulls it as Little Lynn Creek Road which is what I had to use so that I could show you the distance traveled the day I picked my car up from the dealership. My current phone number is 304-849-3519 and my cell phone number is 304-638-4747. My cell phone does not have service as often as it should so please use the first number listed to contact me and if you must use the cell number leave a voicemail and I will return the call as soon as possible. I, along with The First State Bank as the lien holder, was at the time the damage occurred and currently still am the owner of the 2010 Volkswagen CC with the vehicle identification number WVWNP7AN6AE549159. I have included proof that I had the loan, proof that the vehicle is registered in my name and with lien holder as well as several other documents. I have not filed with nor have I been a party to any other claims in this matter with any other courts although my mother did seek legal advice from an attorney who is a family friend when this issue initially occurred and was advised that I should try to wait it out and become a part of the class action if at all possible, which I have done. Since I am not able to attend the hearing in person I am submitting my statement below, but please contact me if you have any questions. I do not want to be excluded from the settlement; however it also does not address my problem/issue. I am objecting to the current settlement agreement for *In Re Volkswagen Timing Chain Product Liability Litigation*, Civil Action No. 16-2765 (JLL)(JAD) based on the following statement in the information that follows. On the May 26, 2017 I was in to Moses who is the local Volkswagen dealership and picked up my vehicle after some repair work was done where I had a minor rear end accident on the parking lot of where I worked at that time. In the invoice (which is enclosed) that I was given that day it is noted about a time code and a slight timing chain noise, however none of this was addressed with me verbally nor was anything said as to the importance of what could occur yet they had knowledge of the tensioner and time chain issues as they were involved in litigation that I knew nothing about until it happened and I began the research. On the invoice you can see that the mileage stated was 106815 and after picking up the car I drove from one side of Huntington to the other side of Huntington where I bank and then home (see enclosed map). By the time I got to my home the engine was shot yet they had just finished with the repairs. I have included a picture I took yesterday showing the current mileage on the car and as you can see I have not been able to use the car since that day as the current mileage showing is 106854. I have continued to pay for my car loan all this time and have never once missed a payment, I have included a portion of those documents supporting the fact that I have a loan on the vehicle, what the monthly payment is and what the maturity date is on the loan. I have had several hardships along the way do to this happening and have enclosed some letters that I or my

mother who is guarantor on the loan and an employee where I have my loan had to submit so I could drop the full coverage insurance. I have patiently waited for the results in the hopes of getting my car repaired as I do not have the funds to do so myself. I was so excited to hear the news that an agreement had been reached and I would be able to tow my car there and get it repaired only to find out that this is only for reimbursement of monies spent. Well what if you are so poor that all you can do is either buy the car or repair the car? I cannot do both and I have to pay my loan payments on time. We could not find aftermarket parts and going through the dealership to purchase them was far more than I could afford. Please include in this settlement that anyone who has this issue and suffered the catastrophic engine damage and has the need of repairs not yet taken care of too also be included in the settlement. I see no difference in if I could have afforded to have the repairs done and them to reimburse me or them to repair the car at their expense now and anything not covered I should pay. I am not asking for the hardships I've incurred to be reimbursed, just not to be excluded from the settlement because I had no way to pay for the repairs. I am part of the class action as I was injured due to the dealership not telling me that day of the importance of what was going on and what would happen since they were aware of what the outcome would most likely be. I think making a car payment for a year and a half without the benefit of the vehicle is enough so please include those who may be out there like me in this settlement. Thank you for your time.


Sincerely,

A handwritten signature in black ink, appearing to read "Joseph A. DeHart", is written over a solid horizontal line.

Joseph A. DeHart

10-10-2018

Volkswagen Timing Chain Settlement
Claim Administrator
P.O. Box 3656
Portland, OR 97208-3656


759210985199
000 0000638 00000000 0001 0007 00092 INS: 0 0
JOSEPH DEHART
1244 RIGHT FORK LICK CREEK RD
EAST LYNN WV 25512

August 28, 2018
Tracking Number: 990800

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CLASS NOTICE

A federal court authorized this notice. This is not a solicitation from a lawyer.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you now or used to own or lease certain Volkswagen vehicles equipped with a factory installed timing chain or timing chain tensioner, you may be entitled to benefits afforded by a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing a Settlement Class Vehicle.

- This class action claimed that some timing chains or timing chain tensioners in certain Volkswagen vehicles can fail. The class action, pending in the United States District Court for the District of New Jersey, is entitled *In Re Volkswagen Timing Chain Product Liability Litigation*, Civil Action No. 16-2765(JLL)(JAD) (the “Action” or “Lawsuit”).
- The parties have agreed to settle the Action. This Notice explains the Lawsuit, the Settlement, your legal rights, available benefits, who is eligible for them, and how to get them. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement. Additional information is available online at www.TimingChainLitigation.com.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com



BASIC INFORMATION

1. Why you received this notice.

According to Volkswagen Group of America, Inc.'s ("VWGoA") records, you are a current or past owner or lessee of a Volkswagen vehicle with a 2.0L EA888 engine ("Settlement Class Member") from the following model/model year:

- certain 2012–2014 model year Beetle
- certain 2012–2014 model year Beetle Convertible
- certain 2009–2012 model year CC
- certain 2009–2012 model year Eos
- certain 2008–2012 model year GTI
- certain 2008–2010 and 2012–2014 model year Jetta Sedan
- certain 2009 model year Jetta SportWagen
- certain 2008–2010 model year Passat Sedan
- certain 2008–2010 model year Passat Wagon
- certain 2009–2013 model year Tiguan

(hereinafter, collectively, "Settlement Class Vehicles"). A class action lawsuit was filed claiming that there was a defect that caused some timing chains and/or timing chain tensioners in the Settlement Class Vehicles to fail, sometimes requiring repair or replacement. Volkswagen has denied the claims and maintains the timing chains and timing chain tensioners function in a proper manner.

The Lawsuit has been resolved through a Settlement under which the following benefits will be provided:

I. Warranty Extension

VWGoA's New Vehicle Limited Warranty will be extended to cover repair or replacement of failed timing chains and/or timing chain tensioners of Settlement Class Vehicles during a period of ten (10) years or one hundred thousand (100,000) miles from the date the vehicle was first placed into service, whichever comes first. The warranty extension will be subject to the terms and conditions of the applicable New Vehicle Limited Warranty and will include the timing chain tensioner, timing chain, and any parts and labor necessary to effectuate a repair. This warranty extension will apply to all Settlement Class Vehicles irrespective of whether the vehicle has been repaired on or before the Effective Date of the Settlement. The warranty, as extended, is fully transferable to subsequent owners. Repair or replacement under this extended warranty must be performed by an authorized Volkswagen dealer.

II. Reimbursement of Out-of-Pocket Expenses for Repair or Replacement of Timing Chain and/or Timing Chain Tensioner

Settlement Class Members may be entitled to reimbursement for out-of-pocket expenses incurred for repair or replacement of failed timing chains and/or timing chain tensioners of Settlement Class Vehicles during the period of ten (10) years or one hundred thousand (100,000) miles from the date the vehicle was first placed into service, whichever occurs first, as follows:

A. Timing Chain Tensioner Repair/Replacement

- If the timing chain tensioner was repaired or replaced at an authorized Volkswagen dealer, the Settlement Class Member will receive a one-hundred-percent (100%) refund of the paid dealer invoice amount for the covered part(s) and labor.
- If the timing chain tensioner was repaired or replaced at an independent service center and not an authorized Volkswagen dealer, the Settlement Class Member will receive a refund of the paid invoice for the covered parts and labor, but no more than \$1,100.00.

B. Timing Chain Repair/Replacement

- If the timing chain was repaired or replaced at an authorized Volkswagen dealer, the Settlement Class Member will receive a one-hundred-percent (100%) refund of the paid dealer invoice amount for the covered part(s) and labor.
- If the timing chain was repaired or replaced at an independent service center and not an authorized Volkswagen dealer, the Settlement Class Member will receive a refund of the paid invoice amount for the covered parts and labor, but no more than \$1,500.00.
- When the timing chain is replaced, the warranty coverage includes oil change, oil filter, and cleaning of oil pan, which includes reimbursement to Settlement Class Members for payments previously made for these items in connection with a timing chain repair or replacement.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

- The above relief is subject to certain limitations and proof requirements which are set forth in Section IV below and in the Settlement Agreement, which can be found at www.TimingChainLitigation.com.

C. Simultaneous Timing Chain and Timing Chain Tensioner Repair/Replacement

- If the timing chain and timing chain tensioner were both simultaneously repaired or replaced at an authorized Volkswagen dealer, the Settlement Class Member will receive a one-hundred-percent (100%) refund of the dealer invoice amount for the covered part(s) and labor.
- If the timing chain and timing chain tensioner were both simultaneously repaired or replaced at an independent service center, the Settlement Class Member will receive a refund of the invoice for the covered parts and labor, but no more than \$2,000.00.
- The above relief is subject to certain limitations and proof requirements which are set forth in Section IV below and in the Settlement Agreement, which can be found at www.TimingChainLitigation.com.

III. Reimbursement of Out-of-Pocket Expenses to Repair or Replace a Damaged or Failed Engine Due to Failure of the Timing Chain Tensioner and/or Timing Chain

In addition to the reimbursements and warranty extension set forth above, Settlement Class Members may be entitled to reimbursement of out-of-pocket expenses incurred to repair or replace a failed or damaged engine due to the failure of the timing chain tensioner and/or timing chain within ten (10) years or one hundred thousand (100,000) miles from the date the Settlement Class Vehicle was placed into service, whichever occurs first, as follows:

- If the engine was repaired or replaced at an authorized Volkswagen dealer, a refund of the paid dealer invoice amount subject to the time/mileage parameters in Table 1, below.
- If the engine was repaired or replaced at an independent service center and not an authorized Volkswagen dealer, the maximum reimbursement amount is \$6,500.00, subject to the time/mileage parameters in Table 1, below.

TABLE 1: REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES FOR DAMAGED OR FAILED ENGINE DUE TO TIMING CHAIN TENSIONER/TIMING CHAIN FAILURE

Time from in-service date	Less than 60,000 miles	60,001 to 75,000 miles	75,001 to 85,000 miles	85,001 to 100,000 miles
5 years or less	100%	70%	60%	45%
5–7 years	70%	60%	50%	35%
7–10 years	60%	50%	40%	25%

IV. Limitations and Required Proof

A. Limitations

- Any reimbursement will be reduced by goodwill or other concession paid by an authorized Volkswagen dealer or any other entity (including insurers and providers of extended warranties).
- VWGoA will not be responsible for, and will not warrant, repair or replacement work performed at an independent service center. If the Volkswagen replacement covered part(s), purchased by the Settlement Class Member or the independent service center from an authorized Volkswagen dealer, fails within one (1) year or 12,000 miles (whichever occurs first) of installation, VWGoA will provide a free replacement of the covered part(s) only.
- Any replacement engine will be subject to the replacement part warranty terms and conditions accompanying that replacement engine. This Settlement does not modify the terms, conditions, restrictions, or limitations of that warranty.

B. Required Proof

In order to obtain the benefits provided for in this section, the Settlement Class Member shall provide documentation sufficient for the Claims Administrator to process the claim, such as:

- Repair invoice containing the Settlement Class Member's name, make, model year, vehicle identification number (VIN) of the Settlement Class Vehicle, name and address of the authorized Volkswagen dealer or servicing center that performed the repair, date of repair, description of repair, mileage at repair, part(s) replaced, that the repair or replacement was due to the failure of the timing chain tensioner and/or timing chain, the cost (parts and labor) of repair/replacement, and proof of payment of same or such other proof sufficient to establish the repair.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com



- Documents evidencing Settlement Class Member's good faith adherence to the relevant aspects of the vehicle maintenance schedule during the time he/she owned the Settlement Class Vehicle, in particular, scheduled oil changes, up to the date/mileage of repair/replacement. However, in the event maintenance records cannot be obtained despite a good faith effort to obtain them, the Settlement Class Member may submit a sworn declaration detailing why the records are not available, and attesting to adherence to the vehicle maintenance schedule and, in particular, scheduled oil changes, up to the date/mileage of replacement/repair, within the variance set forth above.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members. The Class Representatives and all Settlement Class Members are called the Plaintiffs and the companies they sued are called the Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class. U.S. District Judge Jose L. Linares is in charge of this class action.

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will get compensation quickly. The Class Representatives and the attorneys think the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

Judge Linares conditionally approved the following definition of a Settlement Class Member: All present or former purchasers and/or lessees of a Volkswagen Settlement Class Vehicle enumerated below, originally equipped with factory installed timing chain or timing chain tensioner, who reside in the United States of America and Puerto Rico:

- certain 2012–2014 model year Beetle
- certain 2012–2014 model year Beetle Convertible
- certain 2009–2012 model year CC
- certain 2009–2012 model year Eos
- certain 2008–2012 model year GTI
- certain 2008–2010 and 2012–2014 model year Jetta Sedan
- certain 2009 model year Jetta SportWagen
- certain 2008–2010 model year Passat Sedan
- certain 2008–2010 model year Passat Wagon
- certain 2009–2013 model year Tiguan

Excluded from the Settlement Class are (a) anyone claiming personal injury, property damage, and/or subrogation; (b) all Judges who have presided over the Action, and their spouses; (c) all current employees, officers, directors, agents, and representatives of Volkswagen Group Companies, and their family members; (d) any affiliate, parent or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) any owners or lessees of Settlement Class Vehicles that were not manufactured for export specifically into the United States of America or Puerto Rico and were not imported or distributed by VWGoA; and (i) any Settlement Class Member that files a timely and proper request for exclusion from the Settlement Class.

4. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get more information. You can call 1-855-206-9873 or visit www.TimingChainLitigation.com for more information.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Question 1. More details are provided in the next three sections.

6. How does the extended warranty work?

Beginning on August 28, 2018, VWGoA's New Vehicle Limited Warranty will be extended for all Settlement Class Vehicles to cover repair or replacement of a failed timing chain and/or timing chain tensioner by an authorized Volkswagen dealer if, at the time you bring your vehicle to the dealer for repair, it is within ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the date the Settlement Class Vehicle was first placed into service. The rights and procedures generally available under the New Vehicle Limited Warranty will apply to repairs during this extended warranty period. The extended warranty is subject to the same terms and conditions of the New Vehicle Limited Warranty.

7. Who can send in a claim for cash payments?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a claim for cash reimbursement for money spent within the time/mileage parameters and prior to the date of this Notice as described in Question 1.

8. How do I send in a claim for a cash reimbursement?

To submit a claim for a cash reimbursement, you must do the following:

I. Online

- A. Complete an online Claim Form and upload supporting documentation (i.e., repair record[s], receipts, proof of payment, and proof of compliance with maintenance requirements) at the Settlement website, www.TimingChainLitigation.com.

II. By mail

- A. Complete, sign, and date a Claim Form (there is one enclosed with these materials and you can also download one at www.TimingChainLitigation.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Mail the Claim Form and your supporting documentation (i.e., repair record[s], receipts, proof of payment, and proof of compliance with maintenance requirements) by First-Class mail, **postmarked no later than January 25, 2019**, to the address provided on the Claim Form. The information that must be reflected in your records can be found on the Claim Form. It is recommended that you keep a copy of your repair records.

If you fail to submit the Claim Form and supporting documents by the required deadline, you will not get paid.

9. When do I get my reimbursement or learn whether I will receive a payment?

If the Claims Administrator determines your claim is valid, your reimbursement will be mailed to you after the Settlement becomes final. The Court will hold a Fairness Hearing on November 19, 2018, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.TimingChainLitigation.com.

If the Claims Administrator determines your claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your claim is due to a deficiency in your Claim Form and/or supporting proof, the letter will notify you of the deficiency in your claim and what needs to be submitted to correct the deficiency. To check on the status of your claim, you can call 1-855-206-9873.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com



10. What am I giving up to get a cash reimbursement and stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit about the same matters and legal issues in this case (except for claims of personal injury or property damage). It also means that all of the Court’s orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail **postmarked no later than October 12, 2018**, stating that you want to be excluded from the Settlement. Be sure to include your full name, address, telephone number, signature, model year, VIN of your vehicle, and the approximate date(s) of purchase or lease. You must mail your exclusion request **postmarked no later than October 12, 2018**, to each of the following:

Claim Administrator	Class Counsel	Defense Counsel
Volkswagen Timing Chain Settlement Claim Administrator PO Box 3656 Portland, OR 97208-3656	James E. Cecchi CARELLA BYRNE CECCHI OLSTEIN BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, NJ 07068	Jeffrey L. Chase CHASE KURSHAN HERZFELD & RUBIN LLC 354 Eisenhower Parkway Suite 1100 Livingston, NJ 07039

You cannot exclude yourself on the phone or by email. If you submit your request to be excluded by U.S. mail or express mail, you will not get any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit.

12. If I don’t exclude myself, can I sue later?

No, not for the same matters and legal claims at issue here, unless your claim is for personal injury or property damage.

13. If I exclude myself, can I get the benefits of this Settlement?

No, if you exclude yourself from the Settlement Class, you won’t get any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

14. Do I have a lawyer in this case?

The Court has appointed the law firms of Carella Byrne Cecchi Olstein Brody & Agnello, P.C.; Kessler Topaz Meltzer & Check, LLP; and Kantrowitz, Goldhamer & Graifman, Esqs. Together these law firms are called “Class Counsel.”

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own cost.

16. How will the lawyers be paid, and will the Plaintiff Settlement Class Representatives receive incentive awards?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for any of the costs and expenses associated with this case. Class Counsel will request an award of reasonable attorney fees and reasonable costs and expenses of this Lawsuit (“Fees and Expenses”) from the Court in an amount no greater than twenty-two million five hundred thousand dollars (\$22,500,000.00). Defendants will have the opportunity to oppose the amount of Class Counsel’s requested Fees and Expenses. You won’t have to pay these Fees and Expenses. Any Fees and Expenses awarded to Class Counsel will not affect your Settlement amount.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

Class Counsel will also apply to the Court for incentive awards to the named Plaintiffs, who have conditionally been approved as Settlement Class Representatives, in the amount of \$2,500.00 each, for their efforts in pursuing this litigation for the benefit of the Settlement Class. Any award for Class Counsel Fees and Expenses and any incentive awards will be paid by Defendants and will not reduce any benefits available to you under the Settlement.

Class Counsel’s motion for fees and expenses and Settlement Class Representative incentive awards will be filed by September 27, 2018, and will be made available for review at www.TimingChainLitigation.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or that you object to the Settlement or Class Counsel’s requests for fees and expenses and Settlement Class Representative incentive award, if you do not like a part of it. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object, you must send a letter to the Court with copies to the Class Counsel and defense counsel listed below, saying that you are objecting to the Settlement *In Re Volkswagen Timing Chain Product Liability Litigation*, Civil Action No. 16-2765(JLL)(JAD), and your objection must include your full name, current address and telephone number, the model year and VIN of your vehicle and proof that you own(ed) or lease(d) it, a statement of all your factual and legal grounds for objecting, any documents and/or briefs supporting your objection, a statement of whether you intend to appear at the Fairness Hearing, and your signature. Any Settlement Class Member objecting to the Settlement must also provide a detailed list of any other objections submitted by the objector, or the objector’s counsel, to any class action Settlements submitted in any court in the previous five (5) years, or affirmatively state that the Settlement Class Member or his or her counsel has not objected to any other class action Settlement in the previous five (5) years, in the written materials provided with the objection. If you intend to appear at the Fairness Hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Be sure to send your objection to the three different places set forth below such that it is **postmarked no later than October 12, 2018**.

Court	Class Counsel	Defense Counsel
Clerk of the Court, United States District Court for the District of New Jersey Martin Luther King, Jr. Federal Building and U.S. Courthouse 50 Walnut Street Newark, NJ 07101	James E. Cecchi CARELLA BYRNE CECCHI OLSTEIN BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, NJ 07068	Jeffrey L. Chase CHASE KURSHAN HERZFELD & RUBIN LLC 354 Eisenhower Parkway Suite 1100 Livingston, NJ 07039

The filing of an objection allows Class Counsel or Counsel for Defendants to notice such objecting person for and take his or her deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the Fairness Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking said objector’s objection and otherwise denying that person the opportunity to make an objection or be further heard.

If you do not submit a written comment on or objection to the proposed Settlement or the application of Class Counsel for incentive awards or attorney fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.

18. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.



FAIRNESS HEARING

19. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at 11:00 a.m. on November 19, 2018, at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101, to determine whether the Settlement should be finally approved. At this Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider Class Counsel’s application for Fees and Expenses and incentive awards to Class Representatives.

20. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense provided you have not excluded yourself from the Settlement. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court’s permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for attorneys’ Fees and Expenses and Settlement Class Representative incentive awards. To do so, you must send in a letter notice saying that it is your intention to appear at the Fairness Hearing in *In Re Volkswagen Timing Chain Product Liability Litigation*, Civil Action No. 16-2765(JLL) (JAD). The letter notice must state the position you intend to present at the Fairness Hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, telephone number, model year and VIN of your vehicle(s), and your signature. You must send your letter notice to the Clerk of the Court, Class Counsel, and defense counsel at the three addresses listed under Question 17 above, such that it is **postmarked no later than October 12, 2018**. You may combine this notice and your comment (described under Question 17) in a single letter. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it.

MORE INFORMATION

23. Where can I get more information?

Visit the website at www.TimingChainLitigation.com where you can submit a claim online, find extra Claim Forms and more information on this litigation and Settlement. Updates regarding the case will be available at www.TimingChainLitigation.com. You may also call the Claims Administrator at 1-855-206-9873 or email info@TimingChainLitigation.com.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

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CLAIM FORM*Volkswagen Timing Chain/Timing Chain Tensioner Claim Form***Instructions:**

Carefully read each below Section, fill in all applicable fields, and provide the necessary supporting documentation described in Section IV. Once complete, send via U.S. Mail, **postmarked no later than January 25, 2019**, to:

Volkswagen Timing Chain Settlement
Claim Administrator
PO Box 3656
Portland, OR 97208-3656

Alternatively, you may electronically file a Claim Form through the Settlement website at www.TimingChainLitigation.com, on or before January 25, 2019.

Please note that all fields in Sections I–V are required unless otherwise stated. Only submit one form per Vehicle Identification Number.

I. CONTACT AND VEHICLE INFORMATION:

Primary Owner/Lessee First:

JOSEPH

MI:

A

Last:

DEHART

Secondary Owner/Lessee First (if applicable):

MI:

Last:

Company Name (if applicable):

Address 1:

1244 RIGHT FORK BEECH FORK ROAD

Address 2:

City:

EAST LYNN

State:

WV

ZIP Code:

25512

Email:

tfr4e763@aol.com

Phone Number:

304 - 849 - 3519

Vehicle Identification Number (VIN):

WVWNP7AN6AE549159

II. OUT-OF-POCKET EXPENSES FOR REPAIR OR REPLACEMENT OF TIMING CHAIN, TIMING CHAIN TENSIONER, OR SIMULTANEOUS REPAIR OR REPLACEMENT OF BOTH.

If you did not incur out-of-pocket expenses for repair of a timing chain or timing chain tensioner, skip this section.

A. Claim for Repair or Replacement of ONLY Timing Chain:

1. How much did you pay for parts and labor in connection with the repair or replacement of a failed timing chain related to the Settlement Class Vehicle associated with the VIN you provided in Section I of this Claim Form?

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Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

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- [illegible]

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- ☐
- Yes
- ☐
- No

If you did not incur out-of-pocket expenses to repair or replace a damaged or failed engine due to failure of the timing chain or timing chain tensioner, skip this section.

See Enclosed Letter

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- MM DD YYYYY

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- [illegible]

[illegible][illegible]

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[illegible]

- ☐
- Yes
- ☐
- No



759210985199

IV. PROVIDE REPAIR RECEIPT(S) OR OTHER PAPERWORK (ORIGINAL OR COPIES) REGARDING YOUR OUT-OF-POCKET EXPENSES RELATED TO SECTIONS II AND/OR III.

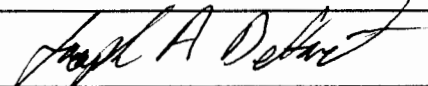
In order to obtain the benefits provided for in the Settlement Agreement, your supporting documentation must show:

- The date and vehicle mileage at the time of the repair;
- The name, address, and telephone number of the facility that performed the repair;
- The year, make, model, and Vehicle Identification Number (VIN) of your vehicle;
- Proof of ownership or lease of the vehicle;
- The parts repaired or replaced (i.e., the timing chain and/or timing chain tensioner), as applicable to your vehicle under the terms of the Settlement. If reimbursement is sought for a damaged or failed engine due to a timing chain and/or timing chain tensioner failure, your documents must also reflect that the engine damage or failure that required repair/replacement was due to a failure of the timing chain tensioner and/or timing chain.
- Proof of payment including the amount paid for repair (parts and labor) and the date and manner of payment; and
- Documents evidencing your adherence to the relevant aspects of the vehicle maintenance schedule during the time you owned or leased the vehicle, in particular, scheduled oil changes, up to the date/mileage of replacement/repair, within a variance of 10% of the scheduled time/mileage maintenance requirements. However, in the event maintenance records cannot be obtained despite a good faith effort to obtain them, you may submit a sworn declaration detailing why the records are not available and attesting to adherence to the vehicle maintenance schedule and, in particular, scheduled oil changes, up to the date/mileage of replacement/repair, within the variance set forth above.

V. CERTIFICATION:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief and this document is signed under penalty of perjury.

If more than one Owner/Lessee, this Claim Form must be signed by all Owners/Lessees.



Signature of Primary Owner/Lessee

Date

10

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10

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2018

MM DD YYYY



Signature of Secondary Owner/Lessee (if applicable)

Date

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MM DD YYYY

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

V

04-CA7592
V3044 v.06 08.14.2018

CUSTOMER #: 3046384747

284383



Honda Volkswagen

INVOICE

"A MEMBER OF THE MOSES AUTOMOTIVE NETWORK"

JOSEPH DEHART
1238 RIGHT FORK BEACH FORK RD
EAST LYNN, WV 25512
HOME:304-638-4747 CONT:304-638-4747
BUS: CELL:304-638-4747

PAGE 1

5210 U.S. ROUTE 60 EAST, P.O. BOX 639
HUNTINGTON, WV 25705
(304) 736-5244

SERVICE ADVISOR: 410 JAMES T PARSLEY

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/ OUT		TAG
BLACK	10	VOLKSWAGEN PASSAT CC		WVWNP7AN6AE549159		106815/106815		T430
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
12MAY10 DD			WAIT 26MAY17			CASH	26MAY17	
R.O. OPENED		READY		OPTIONS: ENG:2.0_Liter_F.I._Turbo				
10:16 26MAY17		11:14 26MAY17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUST STATESKEY AND LOCK INOP							
999 PEROMFRED DIAG AND REPAIRED WIRING ON TRUNK							
LATCH NEEDS NEW KEY AND HAS TIMIGN CODES FOR							
MOTOR IN SYSTEM							
496 CVW							
					110.00	110.00	
106815 veh been bumped in rear. found broken wires to latch.							
repaired wires and still has key issues. priced out key. checked key							
and unlock button inop. also had timing codes stores and a slight							
timing chain noise							

CUSTOMER PAY EPA & SHOP SUPP FOR REPAIR ORDER 9.90

MOSES AUTOMOTIVE
2100 S. 11th ST
HUNTINGTON, WV 25705
304.736.5244

Revised: 10/17/18
Form: 10/17/18

Sale

VISA

XXXXXXXXXXXX

Entry Method: Scanned

Approved: Online

05/26/17

Inv#: 00000007

Batch#: 00000008

10:15:42

Appr Code: 891735

Total: \$ 127.09

Cashier: Tony

THANK YOU

NOT RESPONSIBLE FOR LOSS OR DAMAGE
TO CARS OR ARTICLES LEFT IN CARS IN
CASE OF FIRE, THEFT OR ANY OTHER
CAUSE BEYOND OUR CONTROL.

TERMS: STRICTLY CASH OR CREDIT CARD.



"Any warranties on the product(s) sold hereby are those warranties by the manufacturer, and/or those implied warranties required by state or federal law. Seller does not expressly warrant the product(s) sold hereby, but does provide those warranties required by West Virginia law. No oral warranties have been created by the seller, or its agents, employees, or representatives, and buyer(s) agrees and acknowledges that no oral statements inconsistent herewith have been made and shall not create any warranty or obligation on seller."

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

X

SERVICE HOURS

MONDAY - FRIDAY
7:30 A.M. - 5:30 P.M.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	110.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	9.90
TOTAL CHARGES	119.90
LESS INSURANCE	0.00
SALES TAX	7.19
PLEASE PAY THIS AMOUNT	127.09



Send directions to your phone

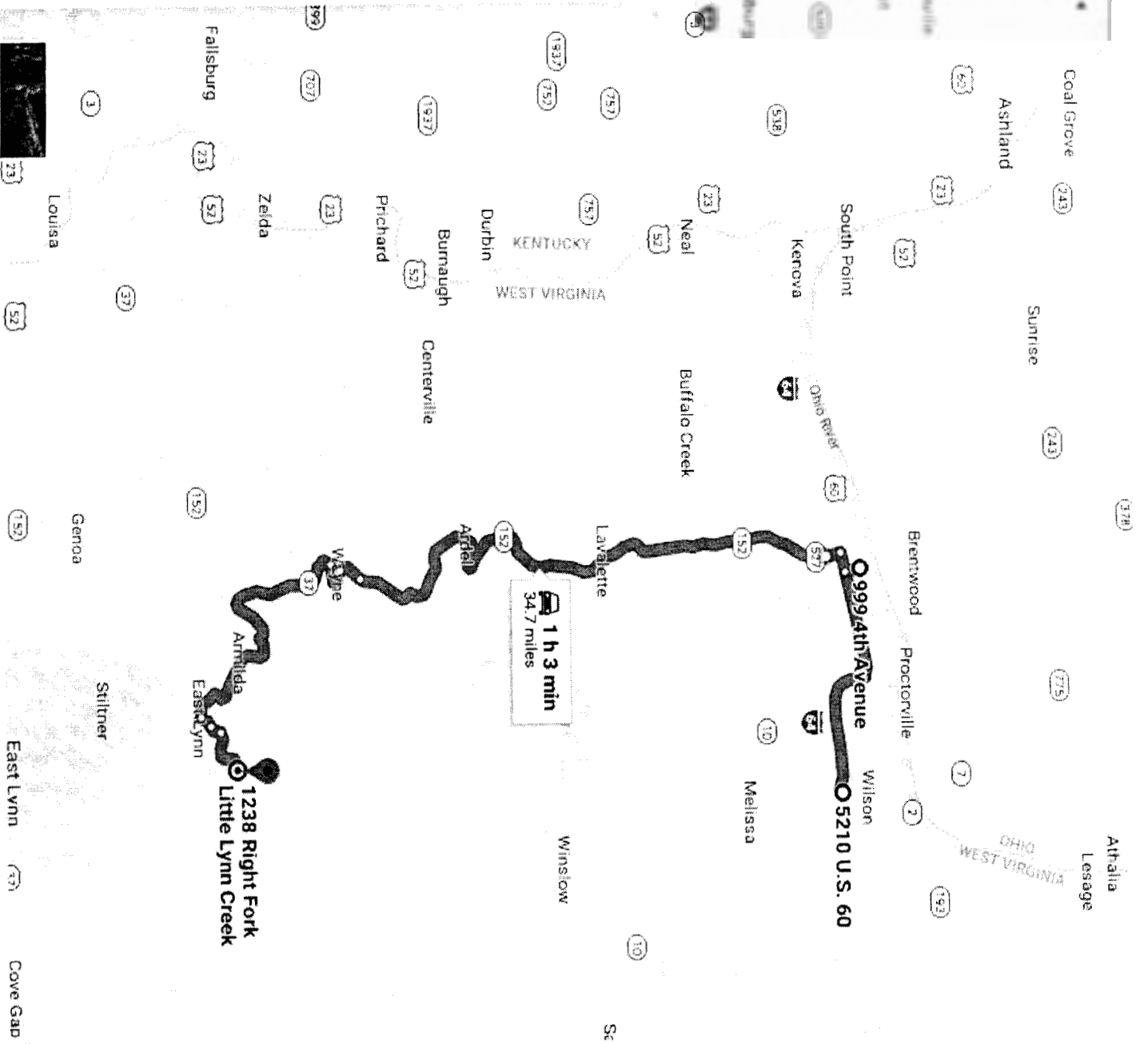
via US-60 W and 8th Ave

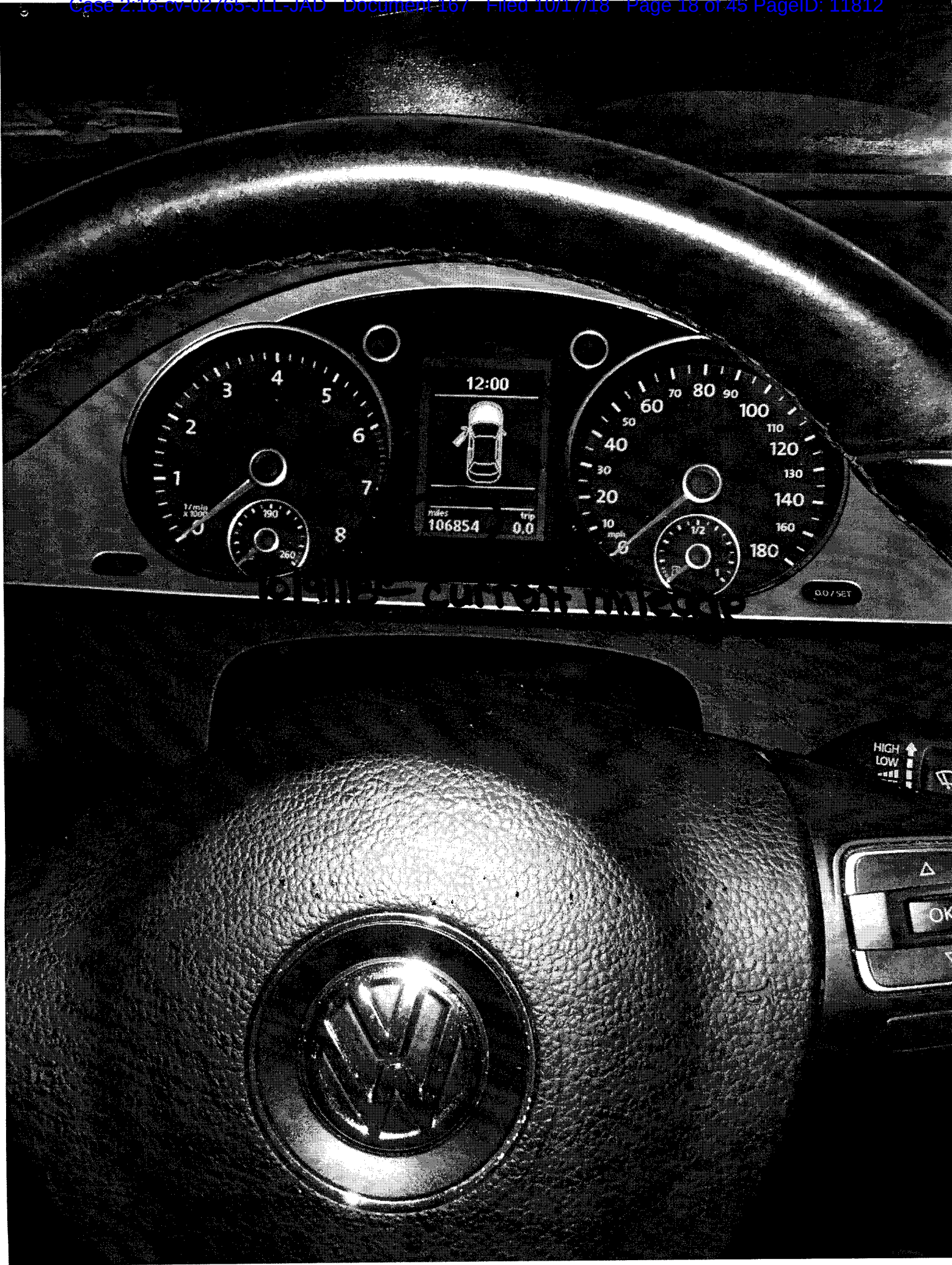
1 h 3 min without traffic

DETAILS

1 h 3 min

34.7 miles





PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$12,237.00	08-19-2016	08-19-2021	70991621	6A08 / VEH		BKH	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Joseph A. Dehart
1238 Right Fork Beech Ford Road
East Lynn, WV 25512

Lender: The First State Bank
Main Office
660 Central Avenue, PO Box 295
Barboursville, WV 25504

Principal Amount: \$12,237.00 **Interest Rate:** 8.100% **Date of Note:** August 19, 2016

PROMISE TO PAY. I ("Borrower") promise to pay to The First State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twelve Thousand Two Hundred Thirty-seven & 00/100 Dollars (\$12,237.00), together with interest on the unpaid principal balance from August 19, 2016, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 8.100% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in 60 payments of \$248.73 each payment. My first payment is due September 19, 2016, and all subsequent payments are due on the same day of each month after that. My final payment will be due on August 19, 2021, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to me upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: The First State Bank, Main Office, 660 Central Avenue, PO Box 295, Barboursville, WV 25504.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$30.00, whichever is less.

INTEREST AFTER DEFAULT. Upon maturity, whether scheduled or accelerated by Lender because of my default, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. I will be in default under this Note if any of the following happen:

Payment Default. I fail to make any payment when due under this Note.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if I, after Lender sends written notice to me demanding cure of such default: (1) cure the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, and subject to the cure and notice provisions of West Virginia Code section 46A-2-106, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of West Virginia without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of West Virginia.

CHOICE OF VENUE. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Cabell County, State of West Virginia.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: a motor vehicle described in a Consumer Security Agreement dated August 19, 2016.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. I may notify Lender if Lender reports any inaccurate information about my account(s) to a consumer reporting agency. My written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: FIRST STATE BANK Main Office 660 Central Avenue, PO Box 295 Barboursville, WV 25504.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such

**PROMISSORY NOTE
(Continued)**

Loan No: 70991621

Page 2

parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

WEST VIRGINIA INSURANCE NOTICE. Unless I provide Lender with evidence of the insurance coverage required by my agreement with Lender, Lender may purchase insurance at my expense to protect Lender's interests in the collateral. This insurance may, but need not, protect my interests. The coverage that Lender purchases may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that I have obtained insurance as required by our agreement. If Lender purchases insurance for the collateral, I will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance I may be able to obtain on my own.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

x 
Joseph A. Dehart

NOTICE TO COSIGNER

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$12,237.00	08-19-2016	08-19-2021	70991621	6A08 / VEH		BKH	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Joseph A. Dehart
1238 Right Fork Beech Ford Road
East Lynn, WV 25512

Guarantor: Tammy Frye
1244 Right Fork Beech Fork Road
East Lynn, WV 25512

Lender: The First State Bank
Main Office
660 Central Avenue, PO Box 295
Barboursville, WV 25504

NOTICE TO COSIGNER

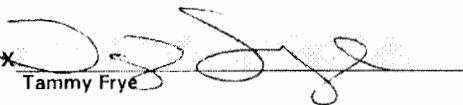
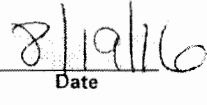
You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Lender can collect this debt from you without first trying to collect from the borrower. The Lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of **YOUR** credit record.

This notice is not the contract that makes you liable for the debt.

GUARANTOR:

*  
Tammy Frye Date

CONSUMER GUARANTY

Borrower: Joseph A. Dehart
1238 Right Fork Beech Ford Road
East Lynn, WV 25512

Lender: The First State Bank
Main Office
660 Central Avenue, PO Box 295
Barboursville, WV 25504

Guarantor: Tammy Frye
1244 Right Fork Beech Fork Road
East Lynn, WV 25512

GUARANTOR'S REPRESENTATIONS. I know that Lender, from time to time, has loaned or may loan money to Borrower. I am making this Guaranty at the request of Borrower and not at Lender's request. I am making this guaranty of payment so that Lender will loan money to Borrower or agree to other requests of Borrower. I agree that Lender's willingness to make the loan to Borrower is enough consideration for my giving of this Guaranty. No representations or agreements of any kind have been made to me which would limit or qualify in any way the terms of this Guaranty.

GUARANTEE OF PAYMENT. For good and valuable consideration, I absolutely and unconditionally guarantee full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender. This is a guaranty of payment and not of collection, so Lender can enforce this Guaranty against me even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. I will make any payments to Lender or order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means Promissory note dated August 19, 2016.

NATURE OF GUARANTY. Lender does not have to accept this Guaranty to make it effective. It will be effective when I sign below and will continue in effect until all amounts I have guaranteed or otherwise have agreed to pay under this Guaranty have been paid in full.

GUARANTOR'S AUTHORIZATION TO LENDER. I agree that Lender may do any or all of the following things, **without telling me and without in any way lessening my promise to pay Lender:** (A) **Extensions to Pay.** Lender may repeatedly grant Borrower more time to pay, and extensions may be for longer than the original loan term. (B) **Renewals.** Lender may renew any notes or agreements with Borrower. (C) **Releases.** Lender may release any property or guaranty that secures any amounts due from Borrower. (D) **Other Actions.** Lender may take any other action under the terms of any agreement Lender has with Borrower or with any other guarantor. (E) **Increase Interest Rate.** Lender may increase or otherwise change the interest rate on any amounts owed to Lender. (F) **Change Loan Terms.** Lender may otherwise alter or amend the terms of Borrower's debt to Lender. (G) **Sell the Loan.** Lender may sell, transfer or grant participations in all or any part of the Indebtedness, and this Guaranty may be transferred in whole or in part to the purchaser. (H) **Loan More Money.** Lender may loan more money to Borrower and make new advances to Borrower.

GUARANTOR'S WAIVERS. I agree that Lender will have the following rights, and that I am giving up the following rights: (A) **Information about Borrower.** Lender does not have to tell me about any defaults of Borrower or any other information it now knows or later learns about Borrower's financial condition. I am responsible for being and keeping myself informed about Borrower's financial condition and about all other matters which may affect the risk that Borrower will not be able to pay the amounts I am guaranteeing under this Guaranty. (B) **Direct Guaranty.** If Borrower is in default under any agreement between Borrower and Lender, Lender may collect the amounts owed by Borrower directly from me. I will have to pay such amounts even if Lender does not try to collect from Borrower or from any other guarantor or even if Lender does not foreclose on any security. Any delay of Lender in collecting from Borrower or pursuing any other remedy will not change my responsibility to pay Lender under this Guaranty. This will be true even if I cannot legally pursue the remedy myself. (C) **Lender Paid First.** If Borrower owes me money, I agree Lender will be paid before I am. In legal terms, this means Borrower's debts to me are subordinated to Borrower's debts to Lender. (D) **Continuing Liability.** I waive any defense that arises because of any disability or any other defense of Borrower or because Borrower is no longer liable to Lender for any reason. I specifically waive any rights or defenses under any law, including any "one action" and "anti-deficiency" law which may prevent Lender from bringing a deficiency action against me after bringing any foreclosure action, whether such claim or right may be asserted by Borrower, by me, or by both of us. (E) **Counterclaims.** I further waive and, to the extent not prohibited by law, agree not to assert or claim at any time any deduction to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, or similar right, whether such claim or right may be asserted by Borrower, by me, or by both of us. (F) **Impairment of Collateral.** I also waive any right to claim a discharge of my Guaranty on the basis of unjustifiable impairment of any Collateral securing any amounts due from Borrower. This includes without limitation waiver of any right to require Lender to perfect or maintain perfection of any security interest in any such Collateral. (G) **Notices.** I waive any requirement of Lender to give me notice of the terms, time, and place of any public or private sale of any collateral securing the Note or to comply with any other applicable provisions of the Uniform Commercial Code. (H) **Other Waivers.** I understand Lender will not give up any of its rights under this Guaranty unless it does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of its rights, that does not mean I will not have to comply with the other provisions of this Guaranty. I also understand that if Lender does consent to a request, that does not mean that I will not have to get Lender's consent again if the situation happens again. I further understand that just because Lender consents to one or more of my requests, that does not mean Lender will be required to consent to any of my future requests. I waive presentment, demand for payment, protest, and notice of dishonor.

GUARANTOR'S FINANCIAL STATEMENTS. I represent and promise Lender that (A) the most recent financial statements I have given to Lender are true and correct in all respects, (B) they fairly present my financial condition as of the date shown on the statements, and (C) no material adverse change has occurred in my financial condition since that date.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments and Interpretation. (1) What is written in this Guaranty is my entire agreement with Lender. This Guaranty may not be changed except by another written agreement between us. (2) If more than one person signs below, our obligations are joint and several. This means that the words "I," "me," and "my" mean each and every person or entity signing this Guaranty, and that, if Lender brings a lawsuit, Lender may sue any one or more of us. I also understand Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Guaranty are for convenience purposes only. They are not to be used to interpret or define the provisions of this Guaranty. (4) I agree that this Guaranty is the most reliable evidence of my agreements with Lender. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of West Virginia without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Cabell County, State of West Virginia.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

No Waiver by Lender. I understand Lender will not give up any of Lender's rights under this Guaranty unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean I will not have to comply with the other provisions of this Guaranty. I also understand that if Lender does consent to a request, that does not mean that I will not have to get Lender's consent again if the situation happens again. I further understand that just because Lender consents to one or more of my requests, that does not mean Lender will be required to consent to any of my future requests. I waive presentment, demand for payment, protest, and notice of dishonor.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. Any person may change his or her address for notices under this Guaranty by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, I agree to keep Lender informed at all times of my current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors. It will be my responsibility to tell the others of the notice from Lender.

THE FOLLOWING NOTICE IS REQUIRED BY WEST VIRGINIA LAW: Unless I provide Lender with evidence of the insurance coverage required by my agreement with Lender, Lender may purchase insurance at my expense to protect Lender's interests in the collateral. This insurance may, but need not, protect my interests. The coverage that Lender purchases may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that I have obtained insurance as required by our agreement. If Lender purchases insurance for the collateral, I will be responsible for the costs of that

Loan No: 70991621

**CONSUMER GUARANTY
(Continued)**

Page 2

insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance I may be able to obtain on my own.

DEFINITIONS. The following words shall have the following meanings when used in this Guaranty:

Borrower. The word "Borrower" means Joseph A. Dehart and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of my right, title and interest in and to all the Collateral as described in the Collateral Description section of this Guaranty.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Tammy Frye, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from me to Lender.

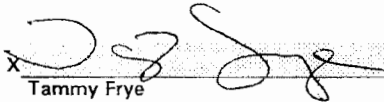
Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means The First State Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated August 19, 2016, in the principal amount of \$12,237.00 from Joseph A. Dehart to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

PRIOR TO SIGNING THIS GUARANTY, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS GUARANTY AND THE ATTACHED NOTICE TO COSIGNER. IN ADDITION, I UNDERSTAND THAT THIS GUARANTY IS EFFECTIVE UPON MY SIGNING THIS AGREEMENT AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED AS SET FORTH IN THE SECTION TITLED "NATURE OF GUARANTY". I AGREE TO ALL THE TERMS AND CONDITIONS OF THIS GUARANTY. THIS GUARANTY IS DATED AUGUST 19, 2016.

GUARANTOR:

x 
Tammy Frye

CONSUMER SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$12,237.00	08-19-2016	08-19-2021	70991621	6A08 / VEH		BKH	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Grantor: Joseph A. Dehart
1238 Right Fork Beech Ford Road
East Lynn, WV 25512

Lender: The First State Bank
Main Office
660 Central Avenue, PO Box 295
Barboursville, WV 25504

THIS CONSUMER SECURITY AGREEMENT dated August 19, 2016, is entered into between Joseph A. Dehart (referred to below as "I") and The First State Bank (referred to below as "Lender").

GRANT OF SECURITY INTEREST. To secure the Indebtedness described herein (including all obligations under the Note and this Agreement), I grant to Lender a security interest in all of the Property described below. I understand that the following statements set forth my responsibilities, as well as Lender's rights concerning the Property. I agree as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following described property in which I am giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

2010 Volkswagen CC Sport 4Dr (VIN WVWNP7AN6AE549159)

In addition, the word "Property" also includes all the following: any and all accessions, attachments, accessories, replacements of and additions to any of the property described herein (such as tires or batteries attached to a car, a motor attached to a boat, or appliances and fixtures attached to a mobile home), whether added now or later, together with all proceeds (including insurance proceeds and refunds of insurance premiums) if any, and sums due from a third party who has damaged or destroyed the Property or from that party's insurer, whether due to judgment, settlement or other process.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Property unless and until such a notice is given.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

REPRESENTATIONS AND PROMISES WITH RESPECT TO THE PROPERTY. I represent and promise to Lender that:

Ownership. I am the lawful owner of the Property. The Property is free and clear of all loans, liens, security interests, mortgages, claims, and encumbrances except for those I have disclosed to Lender in writing prior to my signing this Agreement. I agree to defend Lender's rights in the Property against the claims and demands of all persons. I will not allow any other liens on the Property, even if they are junior to Lender's lien. I have the full authority and right to enter into this Agreement and to grant a security interest in the Property to Lender.

No Sale. Without Lender's prior written consent, I will not sell, lease, transfer, borrow against, or otherwise dispose of any of my rights in the Property unless and until all the Indebtedness is paid in full.

Location of the Property. Except for vehicles, I agree to keep the Property at my address shown above unless Lender tells me I can move it. If the Property is a vehicle, I will keep the Property at those addresses except for routine travel. I will not do anything that requires applying for a certificate of title for the vehicle in another state. If I move from my address shown above to another location within the same state, I may move the Property to my new address, but only if I give Lender the new address in writing prior to my moving. In any event, I agree to keep Lender informed at all times of my current address.

Maintenance and Insurance. I will keep the Property in good condition and repair. If the Property is damaged, lost or stolen, I immediately will inform Lender. I will keep the Property fully insured against all loss or damage by fire, theft, collision, and such other hazards as Lender may require from time to time. The insurance will be on terms, including deductible provisions and endorsements, that are satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such notice. I understand I may obtain insurance from any insurance company I may choose that is reasonably acceptable to Lender. I will provide Lender with the original insurance policy, or other proof satisfactory to Lender of the insurance coverage, together with all endorsements required by Lender, including an endorsement naming Lender as the party to whom all losses will be paid. If Lender receives a refund of any insurance premiums, I agree that the refund is Property covered by this Agreement. Lender may apply the refund to payment of any of the Indebtedness. Any insurance policy which I deliver to Lender will be held to secure payment of the Indebtedness. Until all Indebtedness is paid in full, Lender is authorized, but shall not be required, to file any proof of loss, adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse any loss or refund check or draft, and in general do in my name, or otherwise, any and all things with respect to the insurance or any insurance proceeds.

Licensing and Governmental Regulations. I agree to keep the Property licensed at all times as required by all applicable state and federal laws. In addition, I agree to pay when due all license fees, taxes and assessments relating to the Property or the use of the Property. I further agree that the Property will not be used for any unlawful purpose or in violation of any statute, law, ordinance, or regulation relating to the use, operation, or control of the Property.

Inspection. I agree that Lender or Lender's agents shall have the right from time to time to inspect the Property wherever located.

Financing Statements. I authorize Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, I additionally agree to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. I will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. I irrevocably appoint Lender as my attorney-in-fact to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. I will promptly notify Lender of any change to my name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settlor or trustor for a Grantor under this Agreement. I will also promptly notify Lender of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for me or any individual for whom I am required to provide notice regarding name changes.

LENDER'S EXPENDITURES. If I fail (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on my behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by me. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. I will be in default if any of the following happens:

Payment Default. I fail to make any payment when due under the Indebtedness.

Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Agreement or in any agreement related to this Agreement.

False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. I die or become incompetent or insolvent, a receiver is appointed for any part of my property, I make an assignment

CONSUMER SECURITY AGREEMENT (Continued)

Loan No: 70991621

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for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Insecurity. Lender in good faith believes itself insecure.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Cure Provisions. If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if I, after Lender sends written notice to me demanding cure of such default: (1) cure the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. I may keep and use the Property so long as I am not in default under this Agreement. **If I am in default, this is what Lender may do, in addition to any other rights Lender may have:**

Accelerate Indebtedness. Lender may, subject to the cure and notice provisions of West Virginia Code Section 46A-2-106, declare all Indebtedness immediately due and payable.

Other Rights and Remedies. In addition, Lender will have all the rights of a secured party under the Uniform Commercial Code and other applicable law. This means, among other rights, that Lender may enter upon the premises at the address shown above and take the Property peaceably and sell it. Lender may also, to the extent permitted by law, enter peaceably upon other premises for the purpose of retaking the Property, and I consent to such entry. If the Property contains any goods not covered by this Agreement at the time of repossession, I agree that Lender may take such goods, provided that Lender makes reasonable efforts to return them to me after repossession. If Lender asks me to do so, I will gather the Property and make it available to Lender at a place reasonably convenient to both Lender and me.

Application of Proceeds. If Lender sells the Property, Lender will apply the "net proceeds" of the sale to reduce the amount owed Lender. "Net proceeds" means the sale price less the expenses of repossession, repair, sale, and as provided below, permissible fees and other collection expenses. I agree that, to the extent permitted by law, I will owe Lender any difference between the amount of the Indebtedness and the net proceeds Lender receives from the sale of the Property.

Notice. Unless the Property threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give me, and other persons as required by law, reasonable notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition of the Property is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition, except as otherwise required by applicable law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments and Interpretation. (1) What is written in this Agreement is my entire agreement with Lender concerning the Property. This Agreement may not be changed except by another written agreement between us. (2) If more than one person signs below, our obligations are joint and several. This means that the words "I," "me," and "my" mean each and every person or entity signing this Agreement, and that, if Lender brings a lawsuit, Lender may sue any one or more of us. I also understand Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. (4) I agree that this Agreement is the most reliable evidence of my agreements with Lender.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of West Virginia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of West Virginia.

Choice of Venue. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Cabell County, State of West Virginia.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, I agree to keep Lender informed at all times of my current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be my responsibility to tell the others of the notice from Lender.

No Waiver by Lender. I understand Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean I will not have to comply with the other provisions of this Agreement. I also understand that if Lender does consent to a request, that does not mean that I will not have to get Lender's consent again if the situation happens again. I further understand that just because Lender consents to one or more of my requests, that does not mean Lender will be required to consent to any of my future requests. I waive presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of my interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than me, Lender, without notice to me, may deal with my successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing me from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

Agreement. The word "Agreement" means this Consumer Security Agreement, as this Consumer Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Consumer Security Agreement from time to time.

Borrower. The word "Borrower" means Joseph A. Dehart and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Grantor. The word "Grantor" means Joseph A. Dehart.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which I am responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means The First State Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the note or credit agreement dated August 19, 2016, in the principal amount of \$12,237.00 from Joseph

**CONSUMER SECURITY AGREEMENT
(Continued)**

Loan No: 70991621

Page 3

A. Dehart to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Property. The word "Property" means all of my right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS CONSUMER SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 19, 2016.

GRANTOR:

x 
Joseph A. Dehart

FOR DIVISION USE ONLY

DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES

2099/621

R	N	T	E
CLASS			
LICENSE #			
EXP. DATE			
DL OR ID #			

CERTIFICATE OF TITLE TO A MOTOR VEHICLE

The Division of Motor Vehicles of West Virginia certifies that pursuant to an application under oath and in substance prescribed by the laws of West Virginia and filed with said Division, the applicant, whose name and address first hereinbelow appear, has been registered in the office of said Division as the lawful owner of the vehicle/boat hereinafter described, or is otherwise entitled to have said vehicle/boat registered in the name of said applicant, that is to say:

08	ODOMETER READING		88322	ACTUAL
24	MAKE/BODY	YEAR MODEL	VEHICLE/BOAT IDENTIFICATION NO.	WEIGHT/LENGTH TITLE NUMBER PREVIOUS TITLE NUMBER
16	VOLK	2010	3330 EJ49139	EG92330
	4D		WVWNP7AN6AE549159	08/24/2016

DEHART, JOSEPH
1244 RIGHT FK BEECH FK RD
EAST LYNN WV
25512

0399

Said Division further certifies that from said verified application, the above described vehicle/boat is subject to lien(s) and encumbrance(s) described below, and none other, that is to say:

<p align="center">FIRST LIEN</p> <p>Name and mailing address of Lienholder</p> <p>FIRST STATE BANK 660 CENTRAL AV BARBOURSVILLE WV 25504</p> <p>08/24/2016</p>	<p align="center">RELEASE</p> <p>This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20____</p> <p>Name of Lienholder _____</p> <p>Signature of Person or Officer (X) _____</p> <p>taken, subscribed, and sworn before me on this, the _____ day of _____, 20____</p> <p>Notary Public (X) _____</p> <p>My commission expires the _____ day of _____, 20____</p>
<p align="center">SECOND LIEN</p> <p>Name and mailing address of Lienholder</p>	<p align="center">RELEASE</p> <p>This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20____</p> <p>Name of Lienholder _____</p> <p>Signature of Person or Officer (X) _____</p> <p>taken, subscribed, and sworn before me on this, the _____ day of _____, 20____</p> <p>Notary Public (X) _____</p> <p>My commission expires the _____ day of _____, 20____</p>



Witness the corporate name of the Division of Motor Vehicles of West Virginia and the seal of said Division on the month, day, and year set beneath the name of the applicant in this Title.

DO NOT ACCEPT THIS TITLE UNLESS IT CONTAINS AN EAGLE WATERMARK. HOLD TO LIGHT TO VIEW.

COMPLETE IN BLUE OR BLACK INK ONLY

Federal and State law requires that you certify the mileage in connection with the transfer of ownership.
Failure to certify or provide a false statement of vehicle mileage may result in a fine and/or imprisonment.

ASSIGNMENT OF CERTIFICATE OF TITLE

The undersigned hereby certifies that, for the sale price herein stated, the vehicle/boat described in this title has been transferred to the following Buyer(s) named below:

Sale Price \$	Trade In \$	Net Cost \$	5% Tax \$
---------------	-------------	-------------	-----------

Printed Name of Buyer(s)	Address
--------------------------	---------

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

<input checked="" type="checkbox"/> No Tenth's	<input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.	<input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY
------------------------------------------------	---------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

Signature of Seller(s) or Dealer	Printed Name of Seller(s) or Dealer	Dealer's License Certificate No.	Date of Sale
----------------------------------	-------------------------------------	----------------------------------	--------------

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s):	Printed Name(s) of Buyer(s):
---------------------------	------------------------------

WARNING: THIS APPLICATION MUST NOT BE SIGNED UNLESS THE PRINTED NAME AND ADDRESS OF THE BUYER(S) APPEAR ABOVE.

1st RE-ASSIGNMENT BY DEALER ONLY

Sale Price \$	Trade In \$	Net Cost \$	5% Tax \$
---------------	-------------	-------------	-----------

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle/boat described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s)	Address
--------------------------	---------

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

<input checked="" type="checkbox"/> No Tenth's	<input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.	<input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY
------------------------------------------------	---------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

Signature Dealer/Agent:	Printed name of Dealer/Agent	Dealer's License Certificate No.	Date of Sale
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"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s):	Printed Name(s) of Buyer(s):
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2nd RE-ASSIGNMENT BY DEALER ONLY

Sale Price \$	Trade In \$	Net Cost \$	5% Tax \$
---------------	-------------	-------------	-----------

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle/boat described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s)	Address
--------------------------	---------

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

<input checked="" type="checkbox"/> No Tenth's	<input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.	<input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY
------------------------------------------------	---------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

Signature Dealer/Agent:	Printed name of Dealer/Agent	Dealer's License Certificate No.	Date of Sale
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"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s):	Printed Name(s) of Buyer(s):
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3rd RE-ASSIGNMENT BY DEALER ONLY

Sale Price \$	Trade In \$	Net Cost \$	5% Tax \$
---------------	-------------	-------------	-----------

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle/boat described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s)	Address
--------------------------	---------

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

<input checked="" type="checkbox"/> No Tenth's	<input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.	<input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY
------------------------------------------------	---------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

Signature Dealer/Agent:	Printed name of Dealer/Agent	Dealer's License Certificate No.	Date of Sale
-------------------------	------------------------------	----------------------------------	--------------

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s):	Printed Name(s) of Buyer(s):
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TRANSFER AND TRADE-IN INFORMATION

Sale Price \$	Trade In \$	Net Cost \$	5% Tax \$
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(Credit allowed only on vehicles/boats registered in WV and tax has been paid by applicant)

Description of vehicle/boat traded in:	1. Make	Year	VIN No.	Title No.
	2. Make	Year	VIN No.	Title No.
	Make	Year	VIN No.	License No.

Registration plates exchanged or transferred from:

LIENHOLDER INFORMATION (FEE: \$5.00)

Amount \$	Kind	Lienholder
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Date of Lien	Address of Lienholder
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INSURANCE STATEMENT

BUYER'S CERTIFICATE OF TITLE

INSURANCE MUST BE IN EFFECT WHEN APPLICATION IS RECEIVED.
Effective Date of Insurance Policy:

From _____ To _____

Name of Insurance Company _____

Name of Agent _____

Insurance Policy Number _____ NAIC# _____

Name of Buyer(s) must be entered legibly and exactly as they are to appear on the new Certificate of Title. If the title reads "and" both signatures must appear.

Printed name of Buyer(s) _____

Address of Buyer(s) _____

"I/we hereby state, under penalty of false swearing, that the statements made herein are true and correct to the best of my/our knowledge and belief."

(X) _____ (X) _____ Date _____

NO ADDITIONAL RE-ASSIGNMENTS PERMITTED

Any change, alteration, or erasure on any re-assignment(s) will void this title. TITLE NUMBER

Frye, Tammy

To: Frye, Tammy (tammyf@fsb-wv.com)
Subject: FW: Joseph DeHart 70991621
Attachments: Invoice vw.pdf; ANOTHER CLASS ACTION ALLEGES VW.DOCX; The Tensioner System in these Volkswagen and Audi vehicles can fail at a....docx

8-4-2017

To whom it may concern,

This email is to state that we put a Nationwide life insurance policy as extra collateral on my son's loan. The life insurance policy listed in OSI collateral is on me and Joseph is the beneficiary on the policy and the bank is assignee. Joseph has life insurance through his employer. Joseph has no wife or children and I am the beneficiary on that policy so in the event of his death I would pay it from his coverage. There is an email from Andrew Vallandingham to Brenda Heald stating that Andrew approved us dropping the full coverage insurance on the car due to the fact it was not being driven due to the engine damage in exchange for the addition of a life insurance policy as collateral. Joseph and I understand that at such time as the vehicle becomes repaired and is placed back on the road it will need to be fully insured and the bank listed as loss payee if the loan is still active at that time.



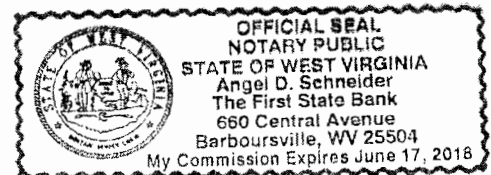
Tammy Frye
 Guarantor

Tammy Frye
 Commercial Posting Clerk
tammyf@fsb-wv.com

First State Bank
 999 4th Avenue
 Huntington, WV 25701
 (304) 736-5271
 (304) 691-6515 (Direct)
 (304) 522-0059 (Fax)
www.fsb-wv.com

*Angel Schneider saw Tammy Frye sign this on
 August 4, 2017.*

Angel D. Schneider
commission expires 6-17-18



From: Frye, Tammy
Sent: Thursday, July 27, 2017 8:40 AM
To: Heald, Brenda
Subject: Joseph DeHart 70991621

Brenda,
 Attached is the information that I sent to Rich Weston in an email. He advised us to notify one of the class action law suits instead of trying to do a private claim if possible. Unfortunately, one of them is closed (not taking any more clients but not settled either) and the other two I have contacted have not yet contacted us back. On the invoice it states that

there were stored codes for the timing and a slight noise, but didn't verbally mention to him that it was urgent and needed addressed immediately. Joseph had the car in for repairs at both Keaton's and Volkswagen due to being bumped in the rear on the parking lot at work and neither told him of the catastrophic damage to the engine that would occur due to the timing chain and tensioner issue that we know Volkswagen knew about even if Keaton's did not. By the time he got to the car to the house the car did not even have enough power to drive up the hill I live on. My mechanic said the entire engine needs replaced, two of the valves have no pressure at all, but until he starts tearing it down he does not know exactly how much it will cost. The estimate is about 5,000.00 to 7,000.00 depending on what he finds once the work starts. He and another guy my husband knows go to car auctions several times a month and are keeping their eyes open for another engine for the car but the motor blew on May 26th so it doesn't look like it will happen very soon. Volkswagen does not due much in the way of after-market parts, so it will be auctions or salvage yards for parts. I called the home office for Volkswagen in California the Saturday after it happened and they stated that since the warranty expires at 60,000 miles we were on our own for the cost of the repairs. After I mentioned the law suits I was told to save the receipts for possible reimbursement should there later be a recall or something like that. We would like to drop the insurance coverage on the car since it cannot be driven at this time and put a life insurance policy on me, as the collateral so to speak, on the loan. Even though the title to the vehicle is actually the collateral at this time it is pretty much worthless. Joseph is insured through his employer (Alcon) and has no wife or children, I am the beneficiary on that policy and if anything were to happen to him I would pay the loan off. The life insurance policy on me will be for 10,000.00 (current note balance is 10,342.83) and we will list the bank as assignee to the policy and Joseph will be the beneficiary to that policy so he can pay the loan off if something were to happen to me. He has continued to make his payment (and sometimes a little extra towards the principal) since this occurred to both the loan and the insurance, but if we could drop the insurance coverage it would allow him to continue to pay the loan payment and save to either fix this car if that is what he wants to do or purchase something cheap to get to and from work. I have been taking him to and from work since this happened and will continue to do so until he can work something out, at least he had reliable transportation even if it is a Chevy. Thank you for anything you are able to do towards helping in this matter.

Tammy Frye
Commercial Posting Clerk
tammyf@fsb-wv.com

First State Bank
999 4th Avenue
Huntington, WV 25701
(304) 736-5271
(304) 691-6515 (Direct)
(304) 522-0059 (Fax)
www.fsb-wv.com



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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$12,237.00	08-19-2016	08-19-2021	70991621	6A08 / VEH		BKH	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Joseph A. Dehart
1238 Right Fork Beech Ford Road
East Lynn, WV 25512

Lender: The First State Bank
Main Office
660 Central Avenue, PO Box 295
Barboursville, WV 25504

LOAN TYPE. This is a Fixed Rate (8.100%) Disclosable Loan to an Individual for \$12,237.00 due on August 19, 2021.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☒ Personal, Family, or Household Purposes or Personal Investment.
☐ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Purchase 2010 Volkswagen & balance of vehicle totalled.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$12,237.00 as follows:

Amount paid to me directly: \$3,802.66 \$3,802.66

\$3,802.66 Lender's Check # CNAC

Amount paid to others on my behalf: \$8,197.34 \$8,197.34

\$8,197.34 to Amanda Hansen

Other Charges Financed: \$40.00 \$40.00

\$40.00 VSI

Total Financed Prepaid Finance Charges: \$197.00 \$197.00

\$197.00 Loan Setup Fee

Note Principal: \$12,237.00

CHARGES PAID IN CASH. I have paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$5.00 \$5.00

\$5.00 Recording Fees

Total Charges Paid in Cash: \$5.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 19, 2016.

BORROWER:

x Joseph A. Dehart
Joseph A. Dehart

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE, CREDIT DISABILITY INSURANCE AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT.

By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons:

- (A) I am not eligible for credit insurance;
(B) Credit insurance is not available from Lender; or
(C) If I am eligible and credit insurance is available from Lender, I do not want it.

Prior to signing this Credit Insurance Notice on August 19, 2016, I read and understood all of the provisions of this Disclosure.

BORROWER:

x Joseph A. Dehart
Joseph A. Dehart

Volkswagen Timing Chain Settlement
Claim Administrator
P.O. Box 3656
Portland, OR 97208-3656



759218837764

000 0000463 00000000 0001 0007 00067 INS: 0 0

AMANDA L HANSEN
3104 MARTHA RD
BARBOURSVILLE WV 25504-9473

August 28, 2018
Tracking Number: 704454

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I no longer own
this vehicle. I
sold it to Joseph
DeHart.

Amanda Hansen



CLASS NOTICE

A federal court authorized this notice. This is not a solicitation from a lawyer.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you now or used to own or lease certain Volkswagen vehicles equipped with a factory installed timing chain or timing chain tensioner, you may be entitled to benefits afforded by a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing a Settlement Class Vehicle.

- This class action claimed that some timing chains or timing chain tensioners in certain Volkswagen vehicles can fail. The class action, pending in the United States District Court for the District of New Jersey, is entitled *In Re Volkswagen Timing Chain Product Liability Litigation*, Civil Action No. 16-2765(JLL)(JAD) (the “Action” or “Lawsuit”).
- The parties have agreed to settle the Action. This Notice explains the Lawsuit, the Settlement, your legal rights, available benefits, who is eligible for them, and how to get them. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement. Additional information is available online at www.TimingChainLitigation.com.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com



BASIC INFORMATION

1. Why you received this notice.

According to Volkswagen Group of America, Inc.'s ("VWGoA") records, you are a current or past owner or lessee of a Volkswagen vehicle with a 2.0L EA888 engine ("Settlement Class Member") from the following model/model year:

- certain 2012–2014 model year Beetle
- certain 2012–2014 model year Beetle Convertible
- certain 2009–2012 model year CC
- certain 2009–2012 model year Eos
- certain 2008–2012 model year GTI
- certain 2008–2010 and 2012–2014 model year Jetta Sedan
- certain 2009 model year Jetta SportWagen
- certain 2008–2010 model year Passat Sedan
- certain 2008–2010 model year Passat Wagon
- certain 2009–2013 model year Tiguan

(hereinafter, collectively, "Settlement Class Vehicles"). A class action lawsuit was filed claiming that there was a defect that caused some timing chains and/or timing chain tensioners in the Settlement Class Vehicles to fail, sometimes requiring repair or replacement. Volkswagen has denied the claims and maintains the timing chains and timing chain tensioners function in a proper manner.

The Lawsuit has been resolved through a Settlement under which the following benefits will be provided:

I. Warranty Extension

VWGoA's New Vehicle Limited Warranty will be extended to cover repair or replacement of failed timing chains and/or timing chain tensioners of Settlement Class Vehicles during a period of ten (10) years or one hundred thousand (100,000) miles from the date the vehicle was first placed into service, whichever comes first. The warranty extension will be subject to the terms and conditions of the applicable New Vehicle Limited Warranty and will include the timing chain tensioner, timing chain, and any parts and labor necessary to effectuate a repair. This warranty extension will apply to all Settlement Class Vehicles irrespective of whether the vehicle has been repaired on or before the Effective Date of the Settlement. The warranty, as extended, is fully transferable to subsequent owners. Repair or replacement under this extended warranty must be performed by an authorized Volkswagen dealer.

II. Reimbursement of Out-of-Pocket Expenses for Repair or Replacement of Timing Chain and/or Timing Chain Tensioner

Settlement Class Members may be entitled to reimbursement for out-of-pocket expenses incurred for repair or replacement of failed timing chains and/or timing chain tensioners of Settlement Class Vehicles during the period of ten (10) years or one hundred thousand (100,000) miles from the date the vehicle was first placed into service, whichever occurs first, as follows:

A. Timing Chain Tensioner Repair/Replacement

- If the timing chain tensioner was repaired or replaced at an authorized Volkswagen dealer, the Settlement Class Member will receive a one-hundred-percent (100%) refund of the paid dealer invoice amount for the covered part(s) and labor.
- If the timing chain tensioner was repaired or replaced at an independent service center and not an authorized Volkswagen dealer, the Settlement Class Member will receive a refund of the paid invoice for the covered parts and labor, but no more than \$1,100.00.

B. Timing Chain Repair/Replacement

- If the timing chain was repaired or replaced at an authorized Volkswagen dealer, the Settlement Class Member will receive a one-hundred-percent (100%) refund of the paid dealer invoice amount for the covered part(s) and labor.
- If the timing chain was repaired or replaced at an independent service center and not an authorized Volkswagen dealer, the Settlement Class Member will receive a refund of the paid invoice amount for the covered parts and labor, but no more than \$1,500.00.
- When the timing chain is replaced, the warranty coverage includes oil change, oil filter, and cleaning of oil pan, which includes reimbursement to Settlement Class Members for payments previously made for these items in connection with a timing chain repair or replacement.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

- The above relief is subject to certain limitations and proof requirements which are set forth in Section IV below and in the Settlement Agreement, which can be found at www.TimingChainLitigation.com.

C. Simultaneous Timing Chain and Timing Chain Tensioner Repair/Replacement

- If the timing chain and timing chain tensioner were both simultaneously repaired or replaced at an authorized Volkswagen dealer, the Settlement Class Member will receive a one-hundred-percent (100%) refund of the dealer invoice amount for the covered part(s) and labor.
- If the timing chain and timing chain tensioner were both simultaneously repaired or replaced at an independent service center, the Settlement Class Member will receive a refund of the invoice for the covered parts and labor, but no more than \$2,000.00.
- The above relief is subject to certain limitations and proof requirements which are set forth in Section IV below and in the Settlement Agreement, which can be found at www.TimingChainLitigation.com.

III. Reimbursement of Out-of-Pocket Expenses to Repair or Replace a Damaged or Failed Engine Due to Failure of the Timing Chain Tensioner and/or Timing Chain

In addition to the reimbursements and warranty extension set forth above, Settlement Class Members may be entitled to reimbursement of out-of-pocket expenses incurred to repair or replace a failed or damaged engine due to the failure of the timing chain tensioner and/or timing chain within ten (10) years or one hundred thousand (100,000) miles from the date the Settlement Class Vehicle was placed into service, whichever occurs first, as follows:

- If the engine was repaired or replaced at an authorized Volkswagen dealer, a refund of the paid dealer invoice amount subject to the time/mileage parameters in Table 1, below.
- If the engine was repaired or replaced at an independent service center and not an authorized Volkswagen dealer, the maximum reimbursement amount is \$6,500.00, subject to the time/mileage parameters in Table 1, below.

TABLE 1: REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES FOR DAMAGED OR FAILED ENGINE DUE TO TIMING CHAIN TENSIONER/TIMING CHAIN FAILURE

Time from in-service date	Less than 60,000 miles	60,001 to 75,000 miles	75,001 to 85,000 miles	85,001 to 100,000 miles
5 years or less	100%	70%	60%	45%
5–7 years	70%	60%	50%	35%
7–10 years	60%	50%	40%	25%

IV. Limitations and Required Proof

A. Limitations

- Any reimbursement will be reduced by goodwill or other concession paid by an authorized Volkswagen dealer or any other entity (including insurers and providers of extended warranties).
- VWGoA will not be responsible for, and will not warrant, repair or replacement work performed at an independent service center. If the Volkswagen replacement covered part(s), purchased by the Settlement Class Member or the independent service center from an authorized Volkswagen dealer, fails within one (1) year or 12,000 miles (whichever occurs first) of installation, VWGoA will provide a free replacement of the covered part(s) only.
- Any replacement engine will be subject to the replacement part warranty terms and conditions accompanying that replacement engine. This Settlement does not modify the terms, conditions, restrictions, or limitations of that warranty.

B. Required Proof

In order to obtain the benefits provided for in this section, the Settlement Class Member shall provide documentation sufficient for the Claims Administrator to process the claim, such as:

- Repair invoice containing the Settlement Class Member's name, make, model year, vehicle identification number (VIN) of the Settlement Class Vehicle, name and address of the authorized Volkswagen dealer or servicing center that performed the repair, date of repair, description of repair, mileage at repair, part(s) replaced, that the repair or replacement was due to the failure of the timing chain tensioner and/or timing chain, the cost (parts and labor) of repair/replacement, and proof of payment of same or such other proof sufficient to establish the repair.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com



- Documents evidencing Settlement Class Member's good faith adherence to the relevant aspects of the vehicle maintenance schedule during the time he/she owned the Settlement Class Vehicle, in particular, scheduled oil changes, up to the date/mileage of repair/replacement. However, in the event maintenance records cannot be obtained despite a good faith effort to obtain them, the Settlement Class Member may submit a sworn declaration detailing why the records are not available, and attesting to adherence to the vehicle maintenance schedule and, in particular, scheduled oil changes, up to the date/mileage of replacement/repair, within the variance set forth above.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members. The Class Representatives and all Settlement Class Members are called the Plaintiffs and the companies they sued are called the Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class. U.S. District Judge Jose L. Linares is in charge of this class action.

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will get compensation quickly. The Class Representatives and the attorneys think the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

Judge Linares conditionally approved the following definition of a Settlement Class Member: All present or former purchasers and/or lessees of a Volkswagen Settlement Class Vehicle enumerated below, originally equipped with factory installed timing chain or timing chain tensioner, who reside in the United States of America and Puerto Rico:

- certain 2012–2014 model year Beetle
- certain 2012–2014 model year Beetle Convertible
- certain 2009–2012 model year CC
- certain 2009–2012 model year Eos
- certain 2008–2012 model year GTI
- certain 2008–2010 and 2012–2014 model year Jetta Sedan
- certain 2009 model year Jetta SportWagen
- certain 2008–2010 model year Passat Sedan
- certain 2008–2010 model year Passat Wagon
- certain 2009–2013 model year Tiguan

Excluded from the Settlement Class are (a) anyone claiming personal injury, property damage, and/or subrogation; (b) all Judges who have presided over the Action, and their spouses; (c) all current employees, officers, directors, agents, and representatives of Volkswagen Group Companies, and their family members; (d) any affiliate, parent or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) any owners or lessees of Settlement Class Vehicles that were not manufactured for export specifically into the United States of America or Puerto Rico and were not imported or distributed by VWGoA; and (i) any Settlement Class Member that files a timely and proper request for exclusion from the Settlement Class.

4. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get more information. You can call 1-855-206-9873 or visit www.TimingChainLitigation.com for more information.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Question 1. More details are provided in the next three sections.

6. How does the extended warranty work?

Beginning on August 28, 2018, VWGoA's New Vehicle Limited Warranty will be extended for all Settlement Class Vehicles to cover repair or replacement of a failed timing chain and/or timing chain tensioner by an authorized Volkswagen dealer if, at the time you bring your vehicle to the dealer for repair, it is within ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the date the Settlement Class Vehicle was first placed into service. The rights and procedures generally available under the New Vehicle Limited Warranty will apply to repairs during this extended warranty period. The extended warranty is subject to the same terms and conditions of the New Vehicle Limited Warranty.

7. Who can send in a claim for cash payments?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a claim for cash reimbursement for money spent within the time/mileage parameters and prior to the date of this Notice as described in Question 1.

8. How do I send in a claim for a cash reimbursement?

To submit a claim for a cash reimbursement, you must do the following:

I. Online

- A. Complete an online Claim Form and upload supporting documentation (i.e., repair record[s], receipts, proof of payment, and proof of compliance with maintenance requirements) at the Settlement website, www.TimingChainLitigation.com.

II. By mail

- A. Complete, sign, and date a Claim Form (there is one enclosed with these materials and you can also download one at www.TimingChainLitigation.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Mail the Claim Form and your supporting documentation (i.e., repair record[s], receipts, proof of payment, and proof of compliance with maintenance requirements) by First-Class mail, **postmarked no later than January 25, 2019**, to the address provided on the Claim Form. The information that must be reflected in your records can be found on the Claim Form. It is recommended that you keep a copy of your repair records.

If you fail to submit the Claim Form and supporting documents by the required deadline, you will not get paid.

9. When do I get my reimbursement or learn whether I will receive a payment?

If the Claims Administrator determines your claim is valid, your reimbursement will be mailed to you after the Settlement becomes final. The Court will hold a Fairness Hearing on November 19, 2018, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.TimingChainLitigation.com.

If the Claims Administrator determines your claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your claim is due to a deficiency in your Claim Form and/or supporting proof, the letter will notify you of the deficiency in your claim and what needs to be submitted to correct the deficiency. To check on the status of your claim, you can call 1-855-206-9873.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com



10. What am I giving up to get a cash reimbursement and stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit about the same matters and legal issues in this case (except for claims of personal injury or property damage). It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail **postmarked no later than October 12, 2018**, stating that you want to be excluded from the Settlement. Be sure to include your full name, address, telephone number, signature, model year, VIN of your vehicle, and the approximate date(s) of purchase or lease. You must mail your exclusion request **postmarked no later than October 12, 2018**, to each of the following:

Claim Administrator	Class Counsel	Defense Counsel
Volkswagen Timing Chain Settlement Claim Administrator PO Box 3656 Portland, OR 97208-3656	James E. Cecchi CARELLA BYRNE CECCHI OLSTEIN BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, NJ 07068	Jeffrey L. Chase CHASE KURSHAN HERZFELD & RUBIN LLC 354 Eisenhower Parkway Suite 1100 Livingston, NJ 07039

You cannot exclude yourself on the phone or by email. If you submit your request to be excluded by U.S. mail or express mail, you will not get any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit.

12. If I don't exclude myself, can I sue later?

No, not for the same matters and legal claims at issue here, unless your claim is for personal injury or property damage.

13. If I exclude myself, can I get the benefits of this Settlement?

No, if you exclude yourself from the Settlement Class, you won't get any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

14. Do I have a lawyer in this case?

The Court has appointed the law firms of Carella Byrne Cecchi Olstein Brody & Agnello, P.C.; Kessler Topaz Meltzer & Check, LLP; and Kantrowitz, Goldhamer & Graifman, Esqs. Together these law firms are called "Class Counsel."

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own cost.

16. How will the lawyers be paid, and will the Plaintiff Settlement Class Representatives receive incentive awards?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for any of the costs and expenses associated with this case. Class Counsel will request an award of reasonable attorney fees and reasonable costs and expenses of this Lawsuit ("Fees and Expenses") from the Court in an amount no greater than twenty-two million five hundred thousand dollars (\$22,500,000.00). Defendants will have the opportunity to oppose the amount of Class Counsel's requested Fees and Expenses. You won't have to pay these Fees and Expenses. Any Fees and Expenses awarded to Class Counsel will not affect your Settlement amount.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

Class Counsel will also apply to the Court for incentive awards to the named Plaintiffs, who have conditionally been approved as Settlement Class Representatives, in the amount of \$2,500.00 each, for their efforts in pursuing this litigation for the benefit of the Settlement Class. Any award for Class Counsel Fees and Expenses and any incentive awards will be paid by Defendants and will not reduce any benefits available to you under the Settlement.

Class Counsel's motion for fees and expenses and Settlement Class Representative incentive awards will be filed by September 27, 2018, and will be made available for review at www.TimingChainLitigation.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or that you object to the Settlement or Class Counsel's requests for fees and expenses and Settlement Class Representative incentive award, if you do not like a part of it. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object, you must send a letter to the Court with copies to the Class Counsel and defense counsel listed below, saying that you are objecting to the Settlement *In Re Volkswagen Timing Chain Product Liability Litigation*, Civil Action No. 16-2765(JLL)(JAD), and your objection must include your full name, current address and telephone number, the model year and VIN of your vehicle and proof that you own(ed) or lease(d) it, a statement of all your factual and legal grounds for objecting, any documents and/or briefs supporting your objection, a statement of whether you intend to appear at the Fairness Hearing, and your signature. Any Settlement Class Member objecting to the Settlement must also provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action Settlements submitted in any court in the previous five (5) years, or affirmatively state that the Settlement Class Member or his or her counsel has not objected to any other class action Settlement in the previous five (5) years, in the written materials provided with the objection. If you intend to appear at the Fairness Hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Be sure to send your objection to the three different places set forth below such that it is **postmarked no later than October 12, 2018**.

Court	Class Counsel	Defense Counsel
Clerk of the Court, United States District Court for the District of New Jersey Martin Luther King, Jr. Federal Building and U.S. Courthouse 50 Walnut Street Newark, NJ 07101	James E. Cecchi CARELLA BYRNE CECCHI OLSTEIN BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, NJ 07068	Jeffrey L. Chase CHASE KURSHAN HERZFELD & RUBIN LLC 354 Eisenhower Parkway Suite 1100 Livingston, NJ 07039

The filing of an objection allows Class Counsel or Counsel for Defendants to notice such objecting person for and take his or her deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the Fairness Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking said objector's objection and otherwise denying that person the opportunity to make an objection or be further heard.

If you do not submit a written comment on or objection to the proposed Settlement or the application of Class Counsel for incentive awards or attorney fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.

18. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com



FAIRNESS HEARING

19. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at 11:00 a.m. on November 19, 2018, at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101, to determine whether the Settlement should be finally approved. At this Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider Class Counsel's application for Fees and Expenses and incentive awards to Class Representatives.

20. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense provided you have not excluded yourself from the Settlement. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' Fees and Expenses and Settlement Class Representative incentive awards. To do so, you must send in a letter notice saying that it is your intention to appear at the Fairness Hearing in *In Re Volkswagen Timing Chain Product Liability Litigation*, Civil Action No. 16-2765(JLL) (JAD). The letter notice must state the position you intend to present at the Fairness Hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, telephone number, model year and VIN of your vehicle(s), and your signature. You must send your letter notice to the Clerk of the Court, Class Counsel, and defense counsel at the three addresses listed under Question 17 above, such that it is **postmarked no later than October 12, 2018**. You may combine this notice and your comment (described under Question 17) in a single letter. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it.

MORE INFORMATION

23. Where can I get more information?

Visit the website at www.TimingChainLitigation.com where you can submit a claim online, find extra Claim Forms and more information on this litigation and Settlement. Updates regarding the case will be available at www.TimingChainLitigation.com. You may also call the Claims Administrator at 1-855-206-9873 or email info@TimingChainLitigation.com.

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com



CLAIM FORM

Volkswagen Timing Chain/Timing Chain Tensioner Claim Form

Instructions:

Carefully read each below Section, fill in all applicable fields, and provide the necessary supporting documentation described in Section IV. Once complete, send via U.S. Mail, **postmarked no later than January 25, 2019**, to:

Volkswagen Timing Chain Settlement
Claim Administrator
PO Box 3656
Portland, OR 97208-3656

Alternatively, you may electronically file a Claim Form through the Settlement website at www.TimingChainLitigation.com, on or before January 25, 2019.

Please note that all fields in Sections I–V are required unless otherwise stated. Only submit one form per Vehicle Identification Number.

I. CONTACT AND VEHICLE INFORMATION:

Primary Owner/Lessee First:	MI:	Last:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Secondary Owner/Lessee First (if applicable):	MI:	Last:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Company Name (if applicable): <input type="text"/>		
Address 1: <input type="text"/>		
Address 2: <input type="text"/>		
City:	State:	ZIP Code:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email: <input type="text"/>		
Phone Number: <input type="text"/> - <input type="text"/> - <input type="text"/>		
Vehicle Identification Number (VIN): <input type="text"/>		

II. OUT-OF-POCKET EXPENSES FOR REPAIR OR REPLACEMENT OF TIMING CHAIN, TIMING CHAIN TENSIONER, OR SIMULTANEOUS REPAIR OR REPLACEMENT OF BOTH.

If you did not incur out-of-pocket expenses for repair of a timing chain or timing chain tensioner, skip this section.

A. Claim for Repair or Replacement of ONLY Timing Chain:

1. How much did you pay for parts and labor in connection with the repair or replacement of a failed timing chain related to the Settlement Class Vehicle associated with the VIN you provided in Section I of this Claim Form?

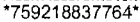
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Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

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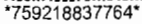
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- Yes
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- No





IV. PROVIDE REPAIR RECEIPT(S) OR OTHER PAPERWORK (ORIGINAL OR COPIES) REGARDING YOUR OUT-OF-POCKET EXPENSES RELATED TO SECTIONS II AND/OR III.

In order to obtain the benefits provided for in the Settlement Agreement, your supporting documentation must show:

- The date and vehicle mileage at the time of the repair;
- The name, address, and telephone number of the facility that performed the repair;
- The year, make, model, and Vehicle Identification Number (VIN) of your vehicle;
- Proof of ownership or lease of the vehicle;
- The parts repaired or replaced (i.e., the timing chain and/or timing chain tensioner), as applicable to your vehicle under the terms of the Settlement. If reimbursement is sought for a damaged or failed engine due to a timing chain and/or timing chain tensioner failure, your documents must also reflect that the engine damage or failure that required repair/replacement was due to a failure of the timing chain tensioner and/or timing chain.
- Proof of payment including the amount paid for repair (parts and labor) and the date and manner of payment; and
- Documents evidencing your adherence to the relevant aspects of the vehicle maintenance schedule during the time you owned or leased the vehicle, in particular, scheduled oil changes, up to the date/mileage of replacement/repair, within a variance of 10% of the scheduled time/mileage maintenance requirements. However, in the event maintenance records cannot be obtained despite a good faith effort to obtain them, you may submit a sworn declaration detailing why the records are not available and attesting to adherence to the vehicle maintenance schedule and, in particular, scheduled oil changes, up to the date/mileage of replacement/repair, within the variance set forth above.

V. CERTIFICATION:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief and this document is signed under penalty of perjury.

If more than one Owner/Lessee, this Claim Form must be signed by all Owners Lessees.

Signature of Primary Owner/Lessee

Date / - / - / / /
MM DD YYYY

Signature of Secondary Owner/Lessee (if applicable)

Date / - / - / / /
MM DD YYYY

Questions? Call 1-855-206-9873 or visit www.TimingChainLitigation.com

Joseph A. Dehart
1244 Rt Fork Beach Road
East Lynn, WV. 25512

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.
CERTIFIED MAIL™



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U.S. POSTAGE PAID
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AMOUNT
\$8.46
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RETURN RECEIPT
REQUESTED

PAID

Clerk of the Court
United States District Court
for the District of New Jersey
Martin Luther King Jr.
Federal Building and
U.S. Courthouse
500 Adams Street
Newark, N.J.

